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**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF ARIZONA**

Ivol Stever, filing individually and on  
behalf of all others similarly situated;

Plaintiff,

v.

Classy Closets, Etc., Inc. an Arizona  
Corporation;

Defendant.

Case No.: \_\_\_\_\_

**FLSA COLLECTIVE ACTION  
COMPLAINT**

**(Jury Trial Requested)**

Plaintiff, Ivol Stever, a/k/a Burt Stever, filing as an individual and on behalf of all  
others similarly situated, by and through his counsel undersigned, and for his Complaint  
alleges as follows:

1. This action arises from the illegal employment actions of Defendant Classy  
Closets, Etc., Inc. (Classy Closets) involving violations of the overtime wage provisions  
of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq.

2. As provided for under the FLSA, Plaintiff Stever brings this action on  
behalf of himself and as a collective action on behalf of all other similarly situated current  
and former installers, lead installers, helpers and installation crew members (collectively

1 referred to herein as Installation Employees) working for Classy Closets at any time  
2 during the last three years installing custom designed storage and organization solutions  
3 for closets, kitchens, bathrooms, home offices, laundry rooms, pantries, garages and  
4 commercial spaces.

5 3. As a collective action, Plaintiff Stever will seek to provide notice to all other  
6 similarly situated Installation Employees of the opportunity to join this action by filing  
7 their consent with the Court. Plaintiff Stever and any similarly situated Installation  
8 Employees who join this collective action are referred to herein as the Collective Action  
9 Members.

10 4. The FLSA requires employers pay all covered employees an overtime wage  
11 of at least 1 ½ times their normal hourly compensation rate for all hours worked in excess  
12 of 40 hours in any workweek.

13 5. Plaintiff Stever and the other similarly situated Installation Employees met  
14 the legal and statutory requirements to be classified as covered employees under the  
15 FLSA.

16 6. Plaintiff Stever and the other similarly situated Installation Employees did  
17 not rightly qualify for any of the exemptions to the payment of overtime wages outlined  
18 in the FLSA.

19 7. Plaintiff Stever and the other similarly situated Installation Employees  
20 routinely worked well over 40 hours in a typical workweek without receiving overtime  
21 wages in violation of the FLSA.

22 8. Defendant willfully and in bad faith failed to pay overtime wages to  
23 Plaintiff Stever and the other similarly situated Installation Employees for the purpose of  
24 unjustly enriching itself.

25 9. As a result, Plaintiff Stever and the Installation Employees have suffered  
26 economic damages in an amount to be proved at trial.

1           10. This action is brought to recover all damages available to Plaintiff Stever  
2 and the Collective Action Members under the FLSA. This includes such things as unpaid  
3 overtime wages, liquidated damages, interest, and attorneys' fees and costs.

4                                   **JURISDICTIONAL ALLEGATIONS**

5           11. As this matter arises under the FLSA, a federal statute, this Court has  
6 original and subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331.

7           12. Venue is appropriate in this court pursuant to 28 U.S.C. § 1391 as the acts  
8 and omissions alleged herein occurred within the geographic region covered by the  
9 United States District Court for the District of Arizona.

10                                  **THE PARTIES**

11           13. Defendant Classy Closets is an Arizona corporation with its corporate  
12 headquarters in Chandler, Arizona.

13           14. Defendant has annual revenue in excess of \$500,000 and engages in  
14 interstate commerce as that term is defined under the FLSA.

15           15. During the relevant time period, Defendant met all legal and statutory  
16 requirements under the FLSA to be the covered employer of Plaintiff Stever and the other  
17 similarly situated Installation Employees.

18           16. As a covered employer, Defendant was required to comply with the  
19 provisions and legal requirements contained in the FLSA.

20           17. Plaintiff Stever and the other Installation Employees were employed by  
21 Defendant to deliver and install storage and organization solutions for closets, kitchens,  
22 bathrooms, home offices, laundry rooms, pantries, garages and commercial spaces.

23           18. Plaintiff Stever is a resident of Maricopa County in the State of Arizona.

24           19. During the relevant time period, Plaintiff Stever and the group of all other  
25 similarly situated Installation Employees met all legal and statutory requirements to be  
26 covered employees under the FLSA.



1           30. Sometime in April 2021, Plaintiff Stever voluntarily left his employment  
2 with Defendant.

3           31. Plaintiff Stever and the other similarly situated Installation Employees  
4 received compensation based on a percentage of total cost of the installation project paid  
5 by the client.

6           32. Plaintiff Stever and the other similarly situated Installation Employees were  
7 not paid based on the number of hours worked.

8           33. Plaintiff Stever and the other similarly situated Installation Employees were  
9 not paid overtime wages despite consistently working over 40 hours each workweek.

10          34. Plaintiff Stever and the other similarly situated Installation Employees were  
11 told by Defendant when and where to start and end their workday.

12          35. Plaintiff Stever typically reported to a company warehouse at  
13 approximately 7 am each workday. He reviewed the installation job to be performed and  
14 loaded the required materials into a company trailer hooked up to Plaintiff Stever's private  
15 vehicle. Plaintiff Stever and a helper then drove to the customer's location and performed  
16 the installation according to the design created by the company. At the end of the day,  
17 Plaintiff Stever and the assigned helper returned to the warehouse, dropped off the  
18 company trailer and went home.

19          36. The time and location for each installation project was set by Defendant.

20          37. Plaintiff Stever and the other similarly situated Installation Employees  
21 typically did not take a lunch break, but grabbed a quick snack that was quickly consumed  
22 at the work site or while traveling to another installation project.

23          38. The delivery and installation work performed by Plaintiff Stever and the  
24 other similarly situated Installation Employees required experience, skill, precision, care,  
25 attention to detail, the ability to follow installation directions, read blueprints, and the  
26 strength to lift heavy objects. The work did not require specialty training, certification,  
27 higher education, initiative, judgment or foresight.

1           39. Plaintiff Stever and the other similarly situated Installation Employees did  
2 not rightly qualify for any of the exemptions to the payment of overtime wages outlined  
3 in the FLSA.

4           40. Plaintiff Stever and the other similarly situated Installation Employees were  
5 not paid on a salary basis as that term is legally and statutorily defined under the FLSA.

6           41. The primary duty of Plaintiff Stever and the other similarly situated  
7 Installation Employees did not involve managing the enterprise, or managing a  
8 customarily recognized department or subdivision of the enterprise.

9           42. Plaintiff Stever and the other similarly situated Installation Employees did  
10 not customarily and regularly direct the work of at least two or more other full-time  
11 employees or their equivalent.

12           43. Plaintiff Stever and the other similarly situated Installation Employees did  
13 not have the authority to hire or fire other employees.

14           44. Plaintiff Stever and the other similarly situated Installation Employees did  
15 not make suggestions and recommendations given any particular weight as to the hiring,  
16 firing, advancement, promotion or other change of status of other employees.

17           45. Plaintiff Stever and the other similarly situated Installation Employees did  
18 not rightly qualify for the FLSA's executive exemption to the payment of overtime wages.

19           46. The duties of Plaintiff Stever and the other similarly situated Installation  
20 Employees was an indispensable part of the production and marketplace offering of  
21 Defendant and did not involve the performance of office or nonmanual work directly  
22 related to the management or general business operations of Defendant or any customer  
23 of Defendant.

24           47. The duties of Plaintiff Stever and the other similarly situated Installation  
25 Employees did not involve the exercise of discretion and independent judgment with  
26 respect to matters of significance.

1           48. Plaintiff Stever and the other similarly situated Installation Employees did  
2 not rightly qualify for the FLSA's administrative exemption to the payment of overtime  
3 wages.

4           49. The duties of Plaintiff Stever and the other similarly situated Installation  
5 Employees involved delivering and installing kitchen, closet and storage solution  
6 designed and created through a collaboration of the professional designers employed by  
7 Defendant and the customer.

8           50. The duties of Plaintiff Stever and the other similarly situated Installation  
9 Employees did not involve the performance of work requiring invention, imagination,  
10 originality or talent in a recognized field of artistic or creative endeavor.

11           51. Plaintiff Stever and the other similarly situated Installation Employees did  
12 not rightly qualify for the FLSA's creative professional exemption to the payment of  
13 overtime wages.

14           52. The compensation of Plaintiff Stever and the other similarly situated  
15 Installation Employees was not such that they would rightly qualify for the FLSA's highly  
16 compensated exemption to the payment of overtime wages.

17                           **FLSA and Collective Action Allegations**

18           53. Plaintiff Stever and the other similarly situated Installation Employees  
19 operated under a common set of policies and procedures covering such things as the  
20 delivery and installation process, compensation, interactions with customers, and  
21 expected job performance. Defendant advertises: "We are locally owned, operated, and  
22 we rely solely on our in-house professional employees for all your design, manufacturing,  
23 and installation needs."<sup>2</sup>

24           54. Plaintiff Stever has firsthand personal knowledge of the hours worked,  
25 compensation practices and the terms and conditions of employment of his fellow  
26 Installation Employees. This knowledge was gained through, but not limited to, his many  
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28 <sup>2</sup> <https://classyclosets.com/frequently-asked-questions> last accessed May 18, 2022.

1 years of employment with Defendant, his extensive interactions with other Installation  
2 Employees and company supervisors and management, through verbal and written  
3 company directives, and through review of company policies and procedures.

4 55. Plaintiff Stever and the other similarly situated Installation Employees  
5 routinely worked well in excess of forty hours during most workweeks without receiving  
6 overtime wages.

7 56. This collective action arises from an ongoing illegal and improper scheme  
8 by Defendant to systematically and willfully violate the provisions of the FLSA by failing  
9 to pay legally mandated overtime wages to Plaintiff Stever and the other similarly situated  
10 Installation Employees.

11 57. Given the willful violations of the FLSA as alleged herein, Plaintiff Stever  
12 and the other similarly situated Installation Employees are entitled to use a three year  
13 statute of limitations period for the recovery of overtime wages as provided for by the  
14 FLSA, 29 U.S.C. § 255.

15 58. The actions of Defendant were not taken in good faith and Defendant did  
16 not have a reasonable basis for believing that its compensation practices did not violate  
17 the FLSA allowing for the collection of liquidated damages.

18 59. The bad faith and willful violations of the FLSA taken by Defendant in  
19 failing to pay overtime wages resulted in economic damages to Plaintiff Stever and the  
20 other similarly situated Installation Employees.

21 60. As a collective action, all other current and former Installation Employees  
22 working at any point during the last three years may join this lawsuit by filing a properly  
23 executed consent to join form with the Court.

24 61. Plaintiff Stever intends to seek an order from the court providing notice to  
25 all other similarly situated current and former Installation Employees of the pendency of  
26 this action and their right to join this lawsuit as a Collective Action Member pursuant to  
27 the provisions of 29 U.S.C. § 216(b).  
28





1           70. As provided for by the FLSA, Defendant is liable to Plaintiff Stever and the  
2 Collective Action Members for their reasonable attorneys' fees and costs.

3           71. As a result of the illegal actions described herein, Defendant are liable to  
4 Plaintiff Stever and the Collective Action Members for such other relief and damages as  
5 are available to them and as provided for by law.

6           **WHEREFORE**, Plaintiff Stever individually and on behalf of those similarly  
7 situated, and any Collective Action Members who may join this action, request that this  
8 Court enter judgment in their favor and against Defendant as follows:

- 9           A. Declare and certify that this action can proceed as a collective action by Plaintiff  
10 Stever on behalf of all similarly situated current and former helpers, installers and  
11 Installation Employees working for Defendant at any time during the past three  
12 years;
- 13           B. Issue an Order that notice of this collective action shall be expeditiously sent to  
14 the designated class of Collective Action Members informing them of the  
15 opportunity to participate in this collective action through the filing of consent to  
16 join forms with the Court;
- 17           C. Declare that Plaintiff Stever and all Collective Action Members are employees  
18 legally entitled to collect unpaid overtime wages;
- 19           D. Declare that the actions of Defendant in failing to not pay overtime wages was  
20 willful and not taken in good faith;
- 21           E. Declare that Plaintiff Stever and all Collective Action Members are legally entitled  
22 to a three year recovery period for the purpose of collecting unpaid overtime  
23 wages;
- 24           F. Enter a judgment against Defendant in an amount to be proved at trial as  
25 compensation to Plaintiff Stever and all Collective Action Members for their  
26 unpaid overtime wages;
- 27           G. Declare that Plaintiff Stever and all Collective Action Members are legally entitled  
28 to collect liquidated damages;

- 1 H. Declare that Plaintiff Stever and all Collective Action Members are legally entitled  
2 to collect their reasonable attorneys' fees and costs;
- 3 I. Declare that Plaintiff Stever and all Collective Action Members are entitled to all  
4 other relief and remedies available to them under law due to the illegal and  
5 improper actions of Defendant;
- 6 J. Award Plaintiff Stever and all Collective Action Members interest at the highest  
7 legal rate allowable on all sums awarded in judgment from the date of judgment  
8 until paid;
- 9 K. Award Plaintiff Stever and all Collective Action Members prejudgment interest  
10 on all liquidated sums awarded at the highest legal rate allowable;
- 11 L. That this Court retain jurisdiction over this action to ensure full compliance with  
12 the Court's orders and require Defendant file such reports as the Court deems  
13 necessary to document compliance; and
- 14 M. For all other further relief as this Court deems just and proper.

15 **DATED** this 8<sup>th</sup> day of August, 2022.

16 **JACKSON WHITE**

17 s/ Michael R. Pruitt

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